

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**SCALZO HOSPITALITY INC. d/b/a DELTA  
HOTEL MINNEAPOLIS NORTHEAST**

**And**

**UNITE HERE  
LOCAL 17 AFL-CIO**

**December 1, 2022 to November 30, 2027**

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THIS AGREEMENT, entered into between UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the "Union", and the Scalzo Hospitality Inc. d/b/a Delta Hotel Minneapolis Northeast property, hereinafter referred to as the "Employer", "Hotel" or "Management"; collectively, the "Parties".

**WITNESSETH:**

In consideration of the mutual promises and covenants expressly stated herein, the Employer and the Union agree as follows:

**ARTICLE 1**  
**PURPOSE AND COVERAGE**

1.1 Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer's Hotel; to obtain maximum efficiency in the Hotel; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties during the life of this Agreement.

1.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all employees of the Scalzo Hospitality Inc. d/b/a Delta Hotel Minneapolis Northeast including all regular full-time and regular part-time employees employed in food and beverage, housekeeping, and culinary and laundry departments in the Employer's Hotel located at 1330 Industrial Boulevard, Minneapolis, Minnesota, excluding telephone employees, maintenance and engineering employees, front desk employees, night audit, accounting and reservations employees, clerical employees, catering and sales employees, managerial and confidential employees and supervisors as defined in the National Labor Relations Act.

1.3 Respect & Dignity. The Union and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union and the Employer, along with the non-union and the union employees, will work together to honor the principles of respect and dignity. The parties and non-union and union employees agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

**ARTICLE 2**  
**COMPLETE AGREEMENT**

2.1 Complete Agreement. The Employer and the Union agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This Agreement constitutes the complete and full understanding of the Employer and the Union with respect to wages, hours of work, and conditions of employment. This Agreement can only be added to, altered, amended, or modified by a document in writing signed by the authorized

representative of the Union and the Employer. This Agreement supersedes all prior agreements and practices. It is fully understood that there are and shall be no side letters of so-called "private" understandings between the Union and the Employer which are not contained within this collective bargaining agreement, or which are not duly executed modifications entered into pursuant to this section. The Employer is not subject to any duties not expressly assumed in this Agreement. This Agreement embodies all restrictions on the Employer's rights.

2.2 No Vested Interest Acquired by Employees. Employees shall acquire no vested interest in the rights or benefits granted herein which are not subject to being changed, revised, or divested, in accordance with this Agreement or any subsequent revisions or terminations. All rights or benefits which employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

2.3 Union and Management Cooperation. The Union and the Employer agree, to work together to enhance the Employer's business and to improve conditions under which employees work. The Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining, safeguarding, and conserving the equipment, supplies, materials, vehicles, machinery, buildings, and other property used by employees in connection with their work assignments.

2.4 Captions. Captions in this Agreement are inserted for convenience only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

2.5 Single Waiver. A waiver by either party of any of its rights under any provision of this Agreement shall be considered a onetime waiver only and shall have no affect whatsoever upon any subsequent actions of either of the parties.

2.6 Interpretation. No provision of this Agreement shall be interpreted for or against either Party by reason of that party, or its legal representative, having drafted it. The Union and the Employer shall recognize that this Agreement has unique features, which may not be applicable to any other hotel or restaurant establishment. This Agreement shall not be interpreted by reference to any other employment agreement in the hotel industry, or any practice there under, or by reference to any employment practice or custom in the hotel industry.

### ARTICLE 3 UNION RIGHTS

3.1 Union Recognition and No Individual Agreements. The Employer recognizes the Union as the duly certified bargaining agent of those employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of

this Agreement, except as expressly agreed to in the form of a written addendum or side letter.

3.2 Union Shop. It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

3.3 Checkoff. The Employer shall check off monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues or fees signed by the employee. Deductions for checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New applications sent to the Union with the monthly billings.

3.4 Electronic Authorization. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, or by submitting to the Union an online deduction authorization, conditional upon the same being allowable under local, state, and federal law.

3.5 Employee Information. Upon request the Employer shall provide to the Union a monthly updated and secured electronic bargaining unit list of employees including name, social security number, address, telephone number (home or mobile), email address, classification, date of hire, and seniority date, as long as the foregoing information is made available to the Employer by the Employee. The Union will provide a secure process for providing aforementioned information.

3.6 New Employee Orientation. It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall, upon request by the Union, allow the Union to send one (1) representative to meet with new hires for fifteen (15) minutes on paid time at the end of employee orientation, or within the first thirty (30) days of employment if the Employer does not hold an orientation within that time frame, without Employer representatives and on unpaid time. The Union shall provide advance written notice of any Union representatives designated to conduct such session. The Union shall not make any disparaging comments about the Employer during such sessions.

### 3.7 Voluntary Check-off of Political Contributions

"The Employer agrees to deduct from the wages of its employees who are members of the Union and who have voluntarily authorized such contributions on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted monthly together with a list of names of employees from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money to UNITE HERE International 275 7<sup>th</sup> Avenue, NY, NY 10001.

3.8 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for purposes of complying with the foregoing provisions of this Article 3 or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any such provision.

3.9 Bulletin Board. The Employer will furnish for the Union one (1) glass-enclosed bulletin board with provisions for lock and key outside in a conspicuous area frequented by employees. The board shall be used only for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union; and
5. Rulings or policies of the Local or International Union.

Notices and announcements shall not contain anything negatively reflecting upon the Employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted.

3.10 Union Button. All employees shall be permitted to wear their official union button and/or official steward button, which identifies affiliation with the Union, provided the button is no larger than one and one-half (1½) inch in diameter. In the event the official Union button and or official steward button is changed management must be notified.

3.11 Union Stewards. The Employer recognizes the right of the Union to select Shop Stewards. The Union shall notify the Employer in writing of the names of the Shop Stewards. All Shop Stewards shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by this Agreement. Shop Stewards shall not interrupt employees while working.

3.12 Union Visitation. Union representatives and officers shall have the right to visit the non-working areas of the Employer's premises at all reasonable hours for the purpose, of administering this Agreement. Union representatives and officers shall text or email ahead and notify the manager on duty of their intended presence upon the premises. Union representatives and officers shall not interrupt employees while working.

3.13 Voter Registration. The Employer and the Union will provide employees with the opportunity to register to vote in the employee cafeteria.

3.14 Copies of Agreement. The Employer agrees to provide copies of the Collective Bargaining Agreement to all new hires along with the Employer's handbook and/or rules. The Union shall provide the copies of the Agreement to the Employer.

#### ARTICLE 4 **MANAGEMENT RIGHTS**

4.1 Management Rights. The Employer shall remain vested with full and exclusive control and direction of the management and operation of the hotel and its employees. By way of illustration, the Employer retains the sole right:

- (a) To direct the work force and to determine the policies and methods of operating its business;
- (b) To decide the number and type of machines, equipment, material, products and supplies to be used or operated;
- (c) To determine the extent to which the hotel and/or its equipment, and the various departments/rooms, and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, subleased, outsourced, subcontracted, or relocated;
- (d) To decide the amount of supervision and direction of the working force;
- (e) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire;
- (f) To determine staffing levels for a department/room;
- (g) To expand, reduce, alter, combine, transfer, assign or cease any job;
- (h) To establish or revise work schedules;
- (i) To determine standards of performance;
- (j) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business;

- (k) To set appearance, grooming, and dress standards;
- (l) To discipline and discharge employees for just cause, or to transfer, suspend, promote, demote, or lay off employees; and
- (m) To make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective and efficient operation of the hotel, and/or the individual departments thereof, or as established by this Employer's longstanding custom and past practice developed after the signing of this Agreement.

4.2 Other Union Agreements. Whenever the Union negotiates an agreement with a hotel or motel, a copy of such agreement shall be delivered to the Director of Human Resources.

ARTICLE 5  
**NO STRIKE - NO LOCKOUT**

5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, boycotts, slow-downs, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer, and subject to the Grievance and Arbitration Procedure in Article 10.

5.2 Unauthorized Action. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action the Union first meets the following conditions:

- (a) The Union shall declare publicly that such action is unauthorized by the Union upon notification by the Employer to the Union business office.
- (b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line upon notification by the Employer to the Union business office.
- (c) The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or



not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration.

5.3. Jurisdictional Dispute. It is agreed that any jurisdictional dispute between any union or unions involved with this Agreement shall not interfere with the business of the Employer in any manner.

ARTICLE 6  
**PAY, GRATUITIES AND JOB CLASSIFICATIONS**

6.1 Minimum Rates. The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedule of Wages which is attached and made a part of this Agreement. No employee shall suffer a reduction in wages as a result of the implementation of this Agreement.

6.2 Merit Increases. The wage scales set forth in the Schedule of Wages of this Agreement reflect minimum rates and do not prohibit an employee from receiving a higher wage. The Employer in its sole discretion may grant merit wage increases, provided the Employer notifies the Union of any such increase and the reason, therefore.

6.3 New Classifications and Combinations. When the Employer establishes a new classification or a combination of two (2) or more classifications within the scope of this Agreement, the Union shall be notified and the rate of pay for the new job classification shall be subject to negotiation with the Union. If the Parties fail to reach agreement, the matter shall be pursued through the Grievance & Arbitration Procedure.

6.4 Higher Rate. An employee shall be paid the higher rate of pay for all work performed in a higher paid job classification and shall be paid the lower rate for all work performed in a lower paid job classification. This shall not apply where the change in job classification may be considered a minor factor, or is unscheduled, infrequent, of short duration, or is due to an emergency.

6.5 Full-Time Payroll. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty (20) hours a week.

6.6 Business Costs. Employees shall not have unauthorized deductions made from their checks in accordance with applicable laws, including Minnesota Department of Labor and Industry Fair Labor Standards Statutes.

6.7 Gratuities.

- (a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide tips, nor shall an employee be required to pay the tipped service charge on credit cards.

- (b) Employees shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay Employer is shown to the employee.
- (c) Where a gratuity is not included in a "special package" price, the voucher for food or beverage will state that "a gratuity is not included," or similar language.

6.8 Ala Carte Compensation. If the Employer wishes to change the method of compensation for ala carte service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the Parties bargain to impasse, such unresolved issue shall be arbitrated in accordance with the arbitration procedure in Article 10 Section 4.

6.9 Statement of Wages. The Employer shall provide a designated area where employees can either view or print a statement showing name of Employer, name of employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, vacation pay, vacation accrual, holiday pay, and authorized deductions.

## ARTICLE 7 MEALS, UNIFORMS AND EMPLOYEE AREAS

### 7.1 Meals.

- (a) The Employer shall provide employees with one (1) meal per shift, free of charge, to be taken in an area designated by the Employer.
- (b) Meal periods for all employees shall be one-half (½) hour for which the employee is not to be compensated. If employees are required to return to work for any portion of the meal period, they shall receive the regular hourly rate for the entire meal period.

7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms in accordance with the Employer's established policies.

b) Uniforms shall be designed and maintained in such a manner as to account for the conditions in which employee's work, the tasks they perform, and safety and health issues.

7.3 Regular Rate of Pay. It is specifically agreed by the Union and Employer that any meals, uniforms, rooms and/or laundering and maintenance of uniforms furnished by the Employer to an employee shall not be considered as part of the employee's regular rate of pay for overtime and wage computation purposes within the meaning of Wage and Hour Law, and that an employee's regular rate of pay is that rate reflected on the Schedule of Wages.

7.4 Employee Areas. The Employer shall maintain dining areas and locker rooms for employees in conformity with the requirements of the applicable sanitary code regulations and health ordinances.

7.5 Culinary. Professional knife sharpening equipment shall be made available once a month for employees required to use knives. Alternatively, employees may arrange to have their knives sharpened at other times at the Employer's expense, provided they obtain prior management approval.

7.6 Stewarding. Water repellent aprons, gloves, and rubber boots shall be made available to employees working in the stewarding area.

ARTICLE 8  
**HOURS OF WORK, OVERTIME AND PREMIUM PAY**

8.1 No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules. However, this Section is subject to Article 9 on Seniority.

8.2 Standard Work Week. The Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 a.m. Sunday through 12:00 midnight Saturday. The Employer agrees to notify the Union of any change in the standard workweek. The Employer shall attempt to schedule employees for five (5) consecutive days where reasonably possible to do so.

8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8½) on the Employer's premises. Whenever practical, mandatory split shifts will be avoided.

8.4 Overtime/Premium Work. Employees shall not be required to work overtime or premium time unless, in the Employer's opinion it is a business necessity, in which case such overtime shall be offered pursuant to Section 9.6.

b) The Employer shall not make a practice of requiring employees to work unscheduled overtime and will do so only as business necessitates. Employees shall be given as much advanced notice of unscheduled overtime as circumstances allow and will be allowed up to fifteen (15) minutes paid time to make necessary arrangements to accommodate the unscheduled overtime.

8.5 Overtime Pay. All employees, excluding banquet servers shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek.

8.6 Premium Pay for Sixth and Seventh Day. Time and one-half (1½x) shall be paid for all hours worked as required by the Hotel on the sixth day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first five (5) days. Double time (2x) shall be paid for all hours worked as required by the

Hotel on the seventh day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first six (6) days. An employee who volunteers to work the sixth or seventh day of work within a work week shall only be paid time and one-half (1½x) for work over forty (40) hours during the workweek. This Section shall not apply to Banquet Servers.

8.7 No Duplication of Overtime or Premium Pay. There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

8.8 Work Schedules. All work schedules shall be posted three (3) days prior to the first day of the seven (7) day schedule, (i.e., Thursday for Sunday). Such schedules may be changed in cases of emergencies or business needs. Any such changes shall appear on the original schedule.

8.9 Replacements. Management shall be responsible for scheduling replacements when an employee calls in sick. If an employee proposes a replacement for a voluntary schedule change, such substitute must be approved in advance.

8.10 Report-In-Pay.

- (a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours' pay for that day at the employee's regular hourly rate; provided, the employee is available for work for the full period of time required.
- (b) No employee shall be entitled to report-in pay or other pay if the lack of work is due to any strike, work stoppage, or labor dispute, or to a fire, flood, Act of God, or other condition, which are beyond the control of the Employer.

8.11 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive two (2) hours pay or work. Pay for voluntary meetings (not parties or general sessions that are informational) shall be equal to the actual time in attendance at the meeting. This provision shall not result in a (6th) or (7th) day premium payment.

8.12 Time Off. Employees shall, to the extent practicable, schedule doctor's and dentist's appointments on non-workdays or during non-work hours. If unable to do so, employees shall have the right to request to take that portion of the workday off that is necessary for doctor and/or dentist appointments. Such requests shall not be unreasonably denied. Employees needing such time off shall notify the Employer one (1) week in advance whenever possible. Employees shall provide proof of necessary time off at the Employer's request.

8.13 Discontinuance of Business. If it is necessary to temporarily close down for remodeling, or permanently close any part of the Hotel, or to temporarily close down for

a month or more due to lack of business, the Employer will give affected employees a minimum of two (2) weeks' notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) weeks' notice, and no suitable alternative employment is provided, these employees shall receive two (2) weeks, pay. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

8.14 Rest Breaks. The Hotel shall provide two (2) fifteen (15) minute paid rest breaks during each eight (8) hour shift where practicable.

8.15 Rest Between Shifts. Excluding Banquets and Banquet Housepersons, no employee shall be scheduled to work less than eight (8) hours from the end of their last scheduled shift unless by mutual agreement between the employee and the Employer, or in the case of circumstances reasonably unforeseen by the Employer.

8.16 Bargaining Unit Work. Non-bargaining unit employees shall not perform bargaining unit work, except for emergencies, training Employees, testing, troubleshooting, to address immediate guest needs, to cover needed work when employees are absent or unavailable, no replacement is available in that department, as is consistent with past practice, or by agreement with the Union. "Non-bargaining unit employees" does not refer to or include temporary agency workers, i.e., persons utilized from a third-party employment agency.

## ARTICLE 9 SENIORITY

### 9.1 Definitions and Overview.

- (a) Seniority shall mean continuous length of service (1) in this Hotel from first day of work after completing the probationary period, and (2) in the classifications covered by this agreement. Such classifications are set forth in Appendix B, incorporated herein. With the exception of banquet servers and banquet bartenders, such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.
- (b) Banquet Servers and Banquet Bartenders refer to Article 22.
- (c) Where two (2) or more employees share the same length of service within a classification, their seniority shall be determined in the following successive order: (1) date of first hire, (2) date of application for employment, and (3) the last four digits of the employees' social security numbers, the lower number shall be most senior.
- (d) Classification Seniority. Employees changing classifications shall begin their seniority for scheduling on the day of entry into the classification. During layoff or reduction in the workforce, an employee may exercise any

accrued seniority in their prior classification to revert to the classification from which they were last transferred.

- (e) Bumping shall not be permitted except in cases of layoff as described in section 9.4.

9.2 Probationary Period – New Employees. Any new employee shall be employed on a sixty (60) day trial or probationary basis, during which time they may be discharged without recourse; provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union and the employee of such extension and the reason, therefore. After the trial period, the employee shall be placed on the seniority list and their seniority shall then date from the first day of the employee's current period of employment.

9.3 Probationary Period – New Classifications. An employee promoted to a higher classification shall serve a probationary period of thirty (30) calendar days. During the probationary period, the Employer may return the employee to their previously held classification, room, and schedule for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, room, and schedule if the position is not permanently filled; otherwise, the employee shall be given available work in that classification. Employees so returning to previous work shall suffer no loss of seniority.

9.4 Seniority in Event of Layoff and Recall. In the event of layoffs due to a reduction in the workforce, probationary employees within the affected classification(s) shall be the first to be laid off. Employees shall be laid off from their regular job classification in accordance with seniority and ability to satisfactorily perform the work available. At the time of a layoff or reduction in the workforce within a classification, an employee may exercise any accrued seniority in a prior classification from which they were last transferred or promoted to bump another employee. At the time of layoff, and until recalled, the employee will be responsible to ensure the Employer has the proper address and telephone number of said employee.

Employees shall be recalled in the reverse order of layoff, unless circumstances have occurred during the layoff which make them disqualified. Where an employee is notified at the time of layoff the date when they are to report back to work, they will promptly report at such time without further notice. When an employee is not notified at the time of layoff when they are to report back to work, they shall be given three (3) days' notice of when to report back to work if the period of layoff has been less than fourteen (14) days. If the period of layoff extends for fourteen (14) days or more, the employee shall be given seven (7) days' notice of the time to report back to work. Notice to report back to work shall be given by a letter to the address furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available person to perform the work.

9.5 Seniority Regarding Vacation and Holiday Scheduling. Vacation scheduling shall be granted in the order requested, with seniority, qualifications, and abilities governing multiple requests submitted on the same day (or where it is unclear whose request was

submitted first) for paid vacation time off, where not all such requests can be granted. The Employer shall have the absolute right to determine the number of employees, if any, who may be permitted to use a vacation day at any one time.

Employees may exercise their seniority to not work a named holiday as listed in Article 13 if business permits, with the junior employee(s) in the classification being required to work as needed, subject to adequate staffing based on employee qualifications and abilities. To be excused, employees shall give the Employer two (2) weeks' notice prior to the holiday.

9.6 Seniority Regarding Overtime Work. Overtime shall be offered to employees in order of seniority, provided the employees are qualified and able to perform the work. Overtime shall be required in reverse seniority, provided the employees are qualified and able to perform the work.

9.7 Seniority Regarding Scheduling of Work. Where practical, senior employees who are qualified and able shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour workweek. The Employer shall not attempt to avoid scheduling qualified and able full-time employees by instead employing two or more part-time employees, except where the Employer's operations require such part time scheduling. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without the specific approval of their supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.

9.8 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be developed and utilized. Employees working outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly and routinely scheduled for a minimum of ninety (90) days.

9.9 Seniority Regarding Promotions and Transfers. New job openings will be posted for a minimum of five (5) days, including the weekend, and will be awarded to qualified and able applicants. The Employer shall take reasonable steps to encourage internal promotion applicants. If qualifications are equal, seniority shall prevail. If there are no bidders or no qualified bidders, as determined by the Employer, Employer may offer the job to any employee it deems qualified or hire a new employee for the job. A job opening may be filled from any source on a temporary basis during its vacancy. Trainer positions will be filled by the most qualified applicant, as determined by Employer, without regard to seniority. A successful bidder shall not bid for another job for six (6) months.

b) Denial of Promotion/Transfer. If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet with the employee to

discuss the reasons for the selection and discuss preparing the employee for future opportunities.

9.9 Loss of Seniority. Seniority and job rights shall be terminated for the following reasons, as well as any other reasons established under the terms of this Agreement:

- (a) Voluntary quitting;
- (b) Discharge for cause;
- (c) Failure to return to work after being recalled as provided herein;
- (d) Failure to return to work promptly at the end of an authorized leave of absence, unless due to an Act of God;
- (e) Remaining on layoff for longer than twelve (12) months;
- (f) Termination of employment from the regular schedule and working on an intermittent on call-basis only;
- (g) Absence for three (3) consecutive workdays without reporting to the Company the reasons for the absence; or
- (h) Providing a false reason for a leave of absence or other leave.

9.10 Seniority List. The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date on which this Agreement is signed, and upon reasonable intervals thereafter at the written request of the Union. The Employer shall notify the Union of each employee who has been separated from employment on the monthly dues billing.

## ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Grievance Definition. For the purposes of this Agreement, a grievance is defined as a timely dispute between the parties involving the interpretation and/or application of a specific provision of this Agreement, or of matters pertaining to disciplinary action(s) of the Employer during the term of this Agreement. Additionally, to be considered a grievance, the dispute must identify in writing the specific section(s) of this Agreement alleged to have been violated and the specific remedy sought.

10.2 Step One. If any grievances arise under the terms and provisions of this Agreement, the Union or the employee(s) affected may, either directly or through a representative of the Union, take the matter up with the employee's supervisor in an effort to affect a satisfactory settlement. All such grievances, including discharges, must be filed in writing by the employee or the Union with the Employer within two (2) weeks from the date the cause of the grievance occurred. Where the grievance concerns the rate or computation of pay, the grievance must be filed within two (2) weeks after the



employee discovered the erroneous pay, in which case the grievance must be filed within fourteen (14) days after the employee received the paycheck in question.

10.3 Step Two. If the supervisor and the employee are unable to reach an agreement, the matter shall be referred to the representative of the Union who shall meet the Director of Human Resources and endeavor to reach a satisfactory resolution. The Director of Human Resources shall provide a response to the grievance within seven (7) days of the meeting at which it was discussed.

10.4 Step Three. If the representatives of the Union and the Employer are unable to reach a settlement of the grievance, then such grievance may thereafter be submitted to arbitration by the Union. Any grievance not submitted to arbitration (by proposing an arbitrator to the Employer) within fourteen (14) calendar days from the date of the Employer's step two grievance response shall be considered closed unless an extension of time is mutually agreed upon in writing.

10.5 Mediation. After a grievance has been submitted to arbitration pursuant to 10.4 Step Three but prior to any arbitration hearing, the Parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Services (FMCS) at no cost to the Parties. The Parties shall adhere to FMCS requirements and shall give good faith consideration to the suggestions of the mediator.

10.6 Selection of Arbitrator. The Parties shall in good faith attempt to select a mutually acceptable arbitrator. Failing to do so, either Party may request that a panel of seven (7) arbitrators be furnished by the Federal Mediation and Conciliation Service (FMCS) and the parties shall select an arbitrator according to the rules of FMCS. Upon the appointment of an arbitrator, the subject matter of the grievance shall be submitted to the arbitrator. The decision of the arbitrator shall be final and conclusive upon both parties and both Parties agree to abide by the award of the arbitrator provided it does not exceed the limitations found in Section 10.7. The fees and expenses of the arbitrator shall be shared equally between the Parties.

10.7 Jurisdiction of Arbitrator. The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Employer. The arbitrator shall render no award which shall be retroactive beyond the date the grievance was originally filed with the Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein. The arbitrator shall be bound by the terms of this Agreement and shall have no authority to alter, amend, or modify it or to impose on either party a limitation or obligation not expressly provided for in this Agreement.

ARTICLE 11  
**DISCIPLINE AND DISCHARGE**

11.1 Discipline and Discharge. The Employer will discipline employees for just cause only. Discipline will normally be in the following form:

- (a) Verbal warning;
- (b) Written warning;
- (c) Final written warning and/or suspension; and
- (d) Discharge

Progressive discipline need not be followed in incidents of violations of a serious nature as provided in the Employer Handbook or Standards of Conduct, a copy of which shall be provided to each employee.

11.2 Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union.

11.3 Warning Notices – Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices of a similar nature.

11.4 Suspension and Discharges. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) days excluding weekends. Issues raised by employees will be followed up on within five (5) days excluding weekends. Time limits may be extended by mutual agreement.

11.5 Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union Representative present if the employee so requests. The Employer shall advise the Employee of their right to Union representation.

11.6 Interpreter. Upon the request of the employee, the Employer shall provide interpreters for employees not fluent in English during any investigative interview that may lead to discipline or discharge.

11.7 Right of Review. The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of this Agreement.

11.8 Posting of Rules. All rules shall be conspicuously posted by time clocks or on employee bulletin boards. The Employer's rules shall not conflict with this Agreement.

11.9 Personnel Files. The Employer shall at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's personnel files on their own time. An employee seeking to review their file shall schedule a time in advance with the Human Resources office.

## ARTICLE 12 LEAVES OF ABSENCE

12.1 Medical and Family Leave. Employees who have completed one (1) year of service and who have worked one thousand two hundred fifty (1,250) or more hours in the prior year shall be granted unpaid personal medical leave for up to six (6) months when they are unable to perform the duties of their job due to their own serious health condition and shall be granted an unpaid leave of up to twelve (12) months if such illness or injury is due to a workers' compensation injury.

FMLA Leave. Eligible employees may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Employees must first use any earned vacation days, except for one (1) week, forty (40) hours (five (5) days, forty (40) hours), as part of the twelve (12) week leave. Family and Medical Leave shall not be in addition to other leave time off under this Agreement and shall be taken concurrent with any other leave. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible employees shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions coverage would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

12.2 Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of vacation time and personal days must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but vacation or other benefits shall not, accrue or be provided during Personal Leave. An employee must complete their probationary period in order to be eligible for consideration for a Personal Leave of Absence.

12.3 Leave Benefits. In the case of parenting and medical leaves taken pursuant to the Family and Medical Leave Act, the Employer shall make sufficient group health insurance contributions, as determined by the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund ("Fund") to pay for the employee's insurance coverage for up to twelve (12) weeks of leave. The Fund shall make available group health insurance to employees at the employee's own expense for any portion of a parenting or medical leave in excess of twelve (12) weeks. In the case of other leaves which would otherwise result in loss of group health insurance coverage, the Fund shall make available group health insurance, to employees for the duration of the leave, at the employee's own expense, and otherwise consistent with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work promptly at the end of an authorized leave of absence, unless due to an act of God, shall result in complete loss of seniority rights. The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family and Medical Leave Act.

12.4 Parenting Leave. Employees who have completed one (1) year of service, and who have worked an average of at least fifteen (15) hours per week during the prior year, shall be granted up to six (6) weeks of unpaid parenting leave in connection with the birth, adoption, or placement of a child in foster care as provided in the Minnesota Parental Leave Law. When possible, employees shall give the Employer at least thirty (30) days' notice before the date such leave is to begin.

12.5 Funeral/Bereavement Leave. All non-probationary full-time and part-time employees are eligible for paid funeral/bereavement leave, when an employee's bereavement involves death in their immediate family, subject to the following conditions:

- (a) Maximum Pay. Maximum funeral pay shall be two (2) days immediately preceding and/or including the funeral day or mourning service day, if the funeral or mourning service is within two hundred and fifty (250) miles of Minneapolis, and not more than three (3) days for time lost if the funeral/mourning services are more than two hundred and fifty (250) miles from Minneapolis. Employees shall be paid within these limits only for scheduled time actually lost at the employee's regular hourly rate.
- (b) Attendance and Notice. An employee must actually attend the funeral/mourning services of a member of their immediate family, which includes only spouse, domestic partner, child (including step or foster child), mother, father, brother, sister, mother-in-law or father-in-law, grandparent, or grandchild. An employee must also notify the Employer of the need for funeral leave and, afterwards, evidence of attendance at the funeral.

12.6 Jury Duty. Any regular employee, exclusive of probationary, on-call or extra employees, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between their jury pay

and the wages they otherwise would have earned during straight-time hours of available employment at their regular rate.

Provided, however, such jury duty pay shall be subject to the following conditions:

- (a) Available for Work and Notice. The employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.
- (b) Jury Service of Half Day. Jury service of a half day or less requires the employee to be immediately available for work for the rest of the day.
- (c) Holiday Pay and Jury Duty. Employees shall receive holiday pay according to the Holiday Article of this Agreement regardless of jury duty service.
- (d) Evidence of Jury Duty Pay. Employees shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time or other expenses shall not be considered jury duty pay in computing wages due employees.

12.7 Military Leave. Employees, other than those holding temporary positions, who serve in the military, shall be entitled to re-employment and benefits rights as required by law.

12.8 Union Business Leave. The Employer shall grant up to seven (7) days unpaid leave per year to each of two (2) employees delegated by the Union to attend a labor convention. The Employer shall also grant unpaid leave to any employee elected to or hired for a position of full-time service with the Union for six (6) months. Only one (1) employee may take such leave at one time.

12.9 Return from Leave. An employee returning from a leave shall be entitled to return to his or her previously held job classification and schedule (hours, days and room), subject to the following conditions:

- (a) Neither the classification or schedule has been abolished; and
- (b) The Employee's leave does not exceed that permitted by any provision of this Agreement.

If during an employee's leave under this article, the employee's schedule has been abolished, the employee may bump into any schedule commensurate with his or her accrued seniority.

12.10 Coordination with Applicable Laws. The Union and the Employer agree to follow all federal, state, and local laws, regulations, and guidelines with respect to the

administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail.

**ARTICLE 13**  
**HOLIDAYS**

13.1 Holidays Observed. The following shall be observed as paid holidays for all regular full-time and regular part-time employees hereafter referred to as eligible employees:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

13.2 Holidays Not Worked. All eligible employees, exclusive of probationary, shall receive holiday pay for the above-listed holidays; provided the part-time employees regularly work the day on which the holiday falls. The holiday pay shall be based on the hours the employee normally works on that day of the week; to a maximum of eight (8) hours or ten (10) hours based on the employee's regular schedule.

13.3 Holidays Worked. All eligible employees who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus straight time for the number of hours actually worked on the holiday. However, if the holiday hours worked exceed the number of hours regularly scheduled, the excess hours shall be paid at one and one-half (1-1/2) times the employee's contract rate of pay.

13.4 Eligibility. To receive pay for the holiday, the employee must have worked their scheduled workday immediately preceding and immediately following the day on which the holiday is observed, unless the absence is caused by illness and just cause has been presented that they were unable to work on that day.

13.5 Preference for Holidays. Work on holidays shall be on a seniority basis as provided in Article 9.5.

13.6 Disqualification. Employees shall not be eligible for holiday pay if:

- (a) The employee is on layoff consisting of minimum of five (5) days (including the holiday), on a leave of absence, in military service or on suspension, except eligible full-time employees with over one (1) year of service who are laid off (refer to Article 13.10).
- (b) The employee has been absent for a period of thirty (30) consecutive days prior to said holiday.
- (c) The employee fails to work on said holiday if scheduled to do so, except in the case of a bona fide illness and just cause for such absence has been presented to the Employer.

13.7 Holiday During Vacation Period. Where an employee is entitled to a paid holiday as provided above and the holiday falls within the employee's vacation period, such employee shall be allowed an additional day of vacation with pay or holiday pay, at the option of the employee.

13.8 Computation of Overtime. Eligible employees required to work on any of the recognized holidays shall receive straight-time pay for the actual hours worked on such holidays in addition to the holiday pay. Holiday pay shall not be considered hours worked for computation of weekly overtime pay. Employees shall not be rescheduled to defeat the purpose of holiday pay except by mutual agreement between the Employer and employee.

13.9 No Disqualification. An employee shall not be disqualified for holiday pay if failure to work on the days immediately preceding the holiday or the workday immediately following the holiday is due to:

- (a) Layoff from work when notification of such layoff occurs on the workday immediately preceding the holiday or the workday immediately following the holiday.
- (b) Death in the employee's immediate family; within the meaning of Section 12.5, Funeral/Bereavement Pay.
- (c) Illness or accident which occurs during working hours on either of such days and prevents the employees from continuing work.
- (d) Jury duty which requires the absence of the employee.
- (e) Emergency conditions occurring on the workday immediately preceding the holiday or the workday immediately following the holiday over which the employee has no control and which, despite their exercise of diligent effort, prevent them from working all or part of such days.

13.10 Layoff of Eligible Full-Time Employees. As an exception to 13.7 above, an eligible, full-time employee with one (1) year or more of continuous employment with the Employer who is laid off during a period of six (6) days immediately preceding a recognized holiday, or six (6) days immediately following a recognized holiday shall not suffer a loss in holiday pay to which they are otherwise entitled.

#### ARTICLE 14 PERSONAL DAYS

14.1 All regular employees who have completed their probationary period shall receive two (2) paid Personal Days to be used in that calendar year. Regular employees who have completed one (1) year of service after January 1 shall receive one (1) additional paid Personal Day for a total of three (3) days per year which shall not carry over to the following calendar year.

**ARTICLE 15**  
**VACATIONS**

15.1 Amount of Vacation

- (a) All regular full-time and regular part-time employees who have at least one (1) full year of seniority shall be entitled to a paid vacation on the following basis:

<u>Continuous Service</u>	<u>Hourly Accrual Rate</u>	<u>Maximum accrual Per Year (Hours)</u>
Less than two (2) years	.01923	40 (5 eight-hour days)
Two (2) years, but less than five (5) years	.03846	80 (10 eight-hour days)
Five (5) years, but less than ten (10) years	.05769	120 (15 eight-hour days)
Ten (10) years, or more	.07692	160 (20 eight-hour days)

- (b) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an employee is eligible.
- (c) Employees shall be entitled to receive their vacation pay on the pay date before they leave for their vacation.

15.2 Vacation Pay. Employees shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Employees working either full-time or short shifts shall be paid vacation pay based on average total hours in the prior year. However, no employee shall be entitled to more than forty (40) hours of vacation pay per week.

15.3 Scheduling Vacation Periods. To the extent business requirements permit, employee requests for a specific period in which to take vacations will be honored. Furthermore, the most senior employees shall have preference as to the time they take their vacation so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desires their vacations at the same time, vacation periods will be assigned according to seniority provided however, once a vacation period has been approved, an employee with greater seniority may not bump into that vacation period. Employer and the employee may mutually agree upon time of vacation period. The Employer reserves the right to schedule vacations so that they will not interfere with business operations.

Half of an employee's earned vacation time in any employee's anniversary year may be carried over to the next anniversary year. Any vacation carried over will be paid at the wage rate in effect at the time the vacation is taken.



15.4 Requests Off. All requests off shall be submitted in writing to the assigned office as per the employer current practice. Management shall approve or deny the request within thirty (30) days of the employee's request if the requested period is more than sixty (60) days in advance and within five (5) weekdays if the request period is within sixty (60) days of the request. Requests shall not be made more than one hundred eighty (180) days in advance. Once requests for vacation have been approved, no change shall be made without the consent of the employee, provided however, the employee shall engage in good faith efforts to accommodate the Employer's business needs.

15.5 Terminated Employees. Employees who are discharged or who terminate their employment shall be entitled to earned, but unused vacation pay. Provided, however, employees voluntarily terminating employment must first notify the Employer one (1) week prior to such termination in order to be eligible to receive such vacation pay.

15.7 Cash Out. In lieu of carry over, employees may cash out up to half (½) of their vacation balance on the first paycheck following their anniversary date at seventy-five percent (75%) of the vacation time value. Employees opting for cash out must notify Human Resources in writing at least two (2) weeks prior to their anniversary date.

15.8 Safe and Sick Time. In addition to using Vacation time for vacations as provided in Section 15.3, after completion of ninety (90) days of employment, all employees may use accrued vacation for all reasons permitted by the Minneapolis Sick and Safe Time Ordinance (SSTO).

## ARTICLE 16 SUBCONTRACTING

16.1 Subcontracting. The Parties agree that it is desirable to maintain the integrity of the existing bargaining unit. The Employer shall not subcontract out bargaining unit work, except as is consistent with past practice or by agreement between the Employer and the Union. However, if qualified help is not available, this Section shall in no way restrict the right of the Employer to temporarily utilize employees from any available source consistent with Section .2 of this Article for the purpose of maintaining normal services. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

16.2 Temp Workers/Event Workers. The Employer directly hires temporary workers and contracts with or utilizes temporary/staffing agencies, and it will, upon the Union's request, meet with the Union and discuss any temporary/staffing agency that is a signatory with UNITE HERE Local 17, but the Employer is not obligated to utilize any particular temporary/staffing agency.

ARTICLE 17  
**TECHNOLOGICAL CHANGES AND AUTOMATION**

17.1 Technological change includes the use of automation, machines, computers, robots, software, tablets, or other handheld devices that replace or substitute for or materially increase or decrease the type or manner of work performed by employees in the Employer's workplace.

17.2 The Employer shall provide the Union at least twenty-one (21) days' notice before implementation of any plans to upgrade, modify, improve, or extend technology currently in use by bargaining unit employees that are made after the effective date of this Agreement. The Employer shall provide the Union at least forty-five (45) days advance notice prior to the implementation of any new technological change, occurring after the effective date of this Agreement, that replaces or substitutes for or materially increases or decreases the type or manner of work performed by Employees in the Employer's workplace.

17.3 With respect to the implementation of new technology and subject to appropriate confidentiality agreements, the Employer shall explain to the Union the intended function of the new technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running, and where available shall share prototypes. If the Committee requests to bargain the impact of the new technology, it must do so within seven (7) days of the Employer's notice and shall include any information requests with such notice. The Employer shall promptly provide information reasonably requested by the Union and negotiate the impact of the new technology on the bargaining unit Employees and the work they perform.

17.4 Should the parties fail to resolve the issue, either party may request the services of a federal mediator.

17.5 The Employer shall have the right to implement the new Technological Change upon the expiration of the forty-five (45) day notice period. The Employer shall not implement any new Technological Change unless the Employer has carried out the obligations referenced in Sections 17.2 and 17.3.

17.6 This notice and negotiation process shall be the sole and exclusive procedure for resolving disputes over the implementation of new technology. Any disputes arising out of this process shall be subject to the grievance and arbitration process under the Agreement. The arbitrator, however, shall have no authority to order any particular outcome to the bargaining process.

17.7 Any Employee displaced due to technological change shall be entitled to recall to the classification from which the Employee was displaced for twenty four (24) months following the date of displacement and to preference for other job openings at the Hotel after all other preferences possessed by incumbent Employees at the Hotel have been

exercised but before new employees are hired, provided the Employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer.

17.8 While Employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work within their classification to them in order of classification seniority.

17.9 If an Employee displaced under this subsection is recalled to another position covered by the Agreement, the Employee shall retain their house seniority and continuous service for vacation purposes.

17.10 No employee who has completed their probationary period and is recalled pursuant to this subsection shall be required to complete a new probationary period but if the employee cannot perform satisfactorily the work on the shift or station to which recalled they may transfer or be transferred back to layoff status within thirty (30) days after their date of recall.

## ARTICLE 18 **PREGNANCY PROTECTION**

18.1 Accommodations. If an employee so requests, and consistent with both the employee's and Employer's obligations under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions, including but not limited to the need to express milk for a nursing child. "Reasonable accommodation" may include, but not be limited to, more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, job restructuring, light duty, additional break time, reduction in room assignments, private non-bathroom space to express breast milk, assistance with manual labor and modified work schedules. The foregoing list is intended to be illustrative and does not require the Employer to provide any specific accommodation or the specific accommodation preferred or requested by the employee. Any time off provided as a reasonable accommodation will run concurrently with any protected and/or paid sick leave the employee is otherwise entitled to take for the condition under applicable law and this Agreement.

## ARTICLE 19 **SAFETY/PANIC BUTTONS**

19.1 Commitment to Safety. The Employer affirms its commitment to the safety of its employees and that it will take reasonable measures to provide a safe workplace for all employees. The Parties agree to importance of employees participating in maintaining a safe workplace and agree that employees shall follow all reasonable safety rules and policies, including notifying management of observed safety incidents or unsafe conditions or situations.

19.2 No later than December 31, 2023, the Employer shall implement safety device protocols for all employees who are required to enter a guest room as part of the

employee's work. At a minimum, each such employee will, at the beginning of their shift, be supplied a personal safety alarm device that emits a minimum one hundred twenty (120) decibel alarm and that can be carried/concealed by the employee. If, during the life of this Agreement, the brand standard applicable to the Employer changes regarding panic buttons, the Employer will implement the change if it is able to do so and if the total capital expense is expected to be less than \$5,000. If the total capital expense is projected to be \$5,000 or more, the Employer will notify the Union of the change in brand standard and, upon request, will meet to discuss options.

19.3 In the event that the Hotel receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee the Hotel shall investigate the accusation. At the conclusion of the investigation, the Employer shall take remedial measures as it deems appropriate. At the conclusion of the investigation, as confidentiality permits, the Employer shall inform the complaining employee of the steps that were taken in response to the employee's accusation. Upon a reasonable request, the Hotel shall reassign the employee to a different floor or work area away from the guest for the entire duration of the guest's stay. The Employer reserves the right to assign a non-bargaining unit employee to service the employee's work area or the guest room in question.

19.4 The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest.

## **ARTICLE 20** **EQUIPMENT**

20.1 Supplies. The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all employees. Employees shall not be disciplined for not completing their work assignments if the Hotel has not provided sufficient supplies, including linen, to complete their duties, provided the employee has given immediate notice to management of any insufficiency and further that the Employer is unable to remedy the deficiency in a manner suitable to the individual department circumstances.

20.2 Deficient Equipment. Employees shall report in a manner determined by the Employer all defects of equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment consistent with business necessity. No employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

## **ARTICLE 21** **IMMIGRATION**

21.1 Change of Immigration Status. Except as otherwise required by law, no non-probationary employee shall have a loss of seniority, compensation, or benefits due to a change in (1) lawful immigration status, provided the employee presents legally valid documents of their current and continued authorization to work in the United States, or

(2) name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.

#### 21.2 Workplace Immigration Enforcement.

a) Unless objected to by the employee(s) or otherwise prohibited by applicable law or government authority or agency, the Employer shall notify the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration (SSA) or if it is contacted by the Department of Homeland Security (DHS) (formerly the INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for document is presented. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter. Recognizing the intent of the Article, the Employer will admit agents of the DHS only as it deems necessary and appropriate.

b) The Employer shall permit inspection of I-9 forms by DHS or U.S. Department of Labor (DOL) only after a minimum of three (3) days written notice or other such period of time as provided by law, required by judicial warrant, or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena, or other legal process specifically names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, search warrant, valid subpoena or where otherwise required by law or it is otherwise deemed by the Employer to be appropriate under the circumstances.

c) To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

21.3 Reverification of Status. Whenever circumstances allow, the Employer will provide an employee with at least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee through an electronic message to the employee's account in the Employer's human resources system. If the human resources system is unavailable, the Employer may provide notice to the employee at the time clock, by mailing the notice to the employee's address on file, and/or by direct communication from the employee's manager or human resources office.

a) The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC 1324a(1)(B) and listed on the back of the I-9 form or as otherwise required by law.

b) In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.

c) The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status unless required by law.

21.4 Social Security Discrepancies. In the event that the Employer receives notice from the SSA that one or more of the employee names and Social Security numbers ("SSN") that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the Employer agrees to follow the following:

a) Provide a copy of the notice to the Employee and the Union upon receipt.

b) The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy unless otherwise required to do so by law.

c) The Employer agrees that it will not require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide a new or additional proof of work authorization or immigration status solely as result of the receipt of a no-match letter, unless otherwise required by law.

d) The Employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match letter from the SSA unless failure to do so would violate applicable law or in response to a request for no-match information by DHS, or any other legally authorized government agency.

21.5 Seniority and Leave of Absence for Immigration Related Issues. Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Agreement in order to attend to DHS proceedings for the employee and the employee's immediate family (parent, spouse, and/or dependent child). The Employer may require verification of such proceedings and attendance by the employee.

The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

If an employee obtains appropriate work authorization within one (1) year after losing work authorization status solely as a result of change in DACA, DAPA or TPS status, the employee must provide documentation of the work authorization and return to work within thirty (30) days after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation, or other benefits based upon particular plan policies during such absence.

In the event that a non-probationary employee has a problem with their right to work in the United States, unless otherwise prohibited by law, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

In the event that a non-probationary employee does not provide adequate proof that they are authorized to work in the United States, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority (but classification seniority, vacation, and other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within twelve (12) months from the date of termination. The Union agrees not to grieve the layoff or termination of the affected employee.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The Parties agree that such employees would be subject to a probationary period in this event.

The Employer will furnish to any non-probationary employee terminated because they have not provided adequate proof, they are authorized to work in the United States a personalized letter stating the employee's rights and obligations under this section.

The provisions on pro-rated vacations for terminated employees shall not apply to employees covered by this section.

## ARTICLE 22 **BANQUET DEPARTMENT**

22.1 Banquet Definition. A Banquet shall be deemed to be any reserved function with a pre-set menu and a fixed cost, including cocktail parties, special functions and sales or promotional functions, supervised by the catering department.

22.2 Banquet Employee Compensation. In addition to the wage rates set forth in Appendix A, Banquet Captains, Banquet Servers, and Banquet Bartenders shall receive eighty percent (80%) of the minimum nineteen percent (19%) service charge added to all food and beverage banquet checks. The split of any increase in service charge (food

and beverage and banquet set-up combined) above twenty percent (20%) shall be discussed between the Parties.

The food service charge shall be divided and pooled each work week. Each Server and Captain shall receive an equal portion of the service charge based on the total number of hours worked in each work week.

The Banquet Set-up service charge of one half of a percent (.5%) shall be divided and pooled each work week, based on total number of hours worked in each work week.

The beverage service charge shall be paid to the bartender(s) working each function. Where more than one Bartender is assigned to a function, the service charge shall be divided among the Bartenders based on hours worked on that function, including set-up time, bartending time, and tear down time. A Bartender assigned to a Banquet Bar shall receive a fee of forty-five (\$45) dollars when the Hotel charges and collects this fee from the client.

A Cook assigned to a cooking action station in a Banquet function shall be paid a fee of thirty (\$30) dollars when the Hotel charges and collects this fee from the client.

A Cook assigned to an omelet or pasta station shall receive a fee of twenty-five (\$25) dollars when the Hotel charges and collect this fee from the client.

Service charge will be paid to Banquet Staff on all popcorn sales.

22.3 Discounted Product. The Banquet Staff, including Banquet Bartenders, working a sales and promotion function, a Hotel sponsored discounted function, or a function that brings in their own food or donated product shall receive the normal service charge on retail price. Retail price shall be the banquet menu price of the item(s) or a comparable menu item. A "corkage fee" in an amount based on twenty-three (\$23) dollar bottle will be paid for serving the donated liquor.

22.4 Banquet Employee Seniority.

(a) Regular List.

The Employer shall maintain a regular Banquet Server and regular Banquet Bartender list which shall contain all regular banquet service employees who work on a full-time basis for the Hotel.

b) On-Call List.

The Employer shall maintain an extra Banquet Server list which shall contain employees who work on an on-call basis for the Hotel.



(c) Seniority Standing.

Regular Banquet Servers who transfer to the extra list will be dovetailed based on seniority date. Extra employees who transfer to the regular list will be placed at the bottom of the list with their "regular" seniority based on their date of transfer.

(d) Call-In Order.

All regular banquet employees shall be offered maximum available work (without the Employer incurring overtime costs), with shifts being divided evenly among the regulars. Extra shifts shall be allotted by seniority ranking on an evenly divided basis. Cuts shall be made in reverse seniority order on an evenly divided basis. Pop-ups shall be scheduled first to "cuts" (if those employees are still available), then evenly divided on a seniority basis. Extra servers (who are available) and respond within one (1) hour of the Employer's text/email shall be scheduled as needed by their seniority ranking on the on-call list.

22.5 Employer Records.

The Employer shall maintain records on all banquets and functions and the amount of service charge or gratuity deposited with the Employer for the employees along with the actual amount and method of distribution. The Employer will make available a list of each banquet function together with the total amount of the check and total service charge collected. The Union Representative and the employees shall be permitted to inspect the banquet employee compensation records during usual office business hours.

ARTICLE 23  
**HOUSEKEEPING DEPARTMENT**

23.1 Room Cleaning. Room Attendants shall not be required to clean more than fifteen (15) rooms in an eight (8) hour shift. Effective the start of the next full pay period following ratification of this Agreement, Room Attendants scheduled on a Saturday or Sunday shall not be required to clean more than fourteen (14) checkouts and one (1) stay-over in an eight (8) hour shift and will be paid the extra room bonus in accordance with Section 23.1 for rooms cleaned over this amount in an eight (8) hour shift. Suites shall count as one and one-half (1½) rooms. Employees cleaning more than fifteen (15) rooms within an eight (8) hour shift shall be paid six dollars and fifty cents (\$6.50) per additional room. Effective December 1, 2023, such amount shall increase by twenty-five cents (.25) and shall continue to increase by twenty-five cents (.25) on December 1<sup>st</sup> of each subsequent year of this Agreement so that by the final year of this Agreement the rate will be maximized at seven dollars and 50/100 (\$7.50) per room. Room Attendants shall receive a one (1) room reduction if they complete six (6) or more doubles during an eight (8) hour shift. Both beds must be made in order for the room to count as a double. In the event a room is extremely dirty, due to an animal staying in the room, the

Room Attendant shall bring the matter to the attention of their supervisor, and a one (1) room reduction or additional help will be provided.

23.2 Assistance. When heavy work is to be done and an employee requests assistance, the employee shall continue with other duties until assistance is available. Room Attendants must seek assistance with moving/lifting any furniture weighing more than twenty-five (25) pounds. No Room Attendant shall be required to perform work which requires standing on a ladder. Room Attendants shall be required to use a step stool when changing shower curtains, and as needed to reach things.

23.3 Multiple Floors. The Employer shall, as much as possible, assign room cleaning to Room Attendants to one (1) floor each day. Room Attendants assigned rooms on three (3) or more floors during a shift shall have the total number of assigned rooms reduced by one (1).

23.4 Cots. Room Attendants shall receive two dollars and fifty cents (\$2.50) for each cot made up in an occupied room where the cot is the third bed and Room Attendants or Housepersons shall receive two dollars and fifty cents (\$2.50) for removal of each cot from a room. Room Attendants must make up each cot before it is removed from a guest room.

23.5 Vomit-Defecation Pay. Any employee required to clean vomit or defecation will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to prior approval of the Executive Housekeeper or Manager on Duty.

23.6 Supplies. The Employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees. Room attendants shall not be disciplined for not completing their room assignment if the Hotel has not provided sufficient supplies, including linen, to complete their duties.

23.7 Training. When a Room Attendant is required to train another Room Attendant (s) the person training shall be offered work for a full eight (8) hour shift. Trainers shall be scheduled consistent with Seniority.

23.8 Renovations. In the event that the Hotel renovates rooms, adds amenities to rooms, or makes any changes which would affect the daily workload of the Room Attendants, the Hotel agrees to provide the Union with a comprehensive review of the proposed changes at least thirty (30) days in advance. The Parties shall meet and bargain the impact of those changes.

23.9 Cleaning Supplies. A list of all cleaning products used by employees will be provided to the Union once per year upon request.

23.10 Gratuities. The Employer and the Union agree that gratuities left by guests in hotel guest rooms are for the exclusive benefit of Room Attendants unless the guest explicitly indicates otherwise. Whenever business needs allow, Room Attendants shall be responsible for removing a gratuity from a guest room, and Room Attendants shall

generally have the opportunity to be the first employee to enter the guest rooms after guest checkout.

23.11 Green Programs. The Employer shall supply housekeeping services to occupied guest rooms which are under employer's environmentally friendly "green" program no less often than every third (3<sup>rd</sup>) day.

23.12 "No service" rooms shall not be counted as a cleaned room. A Room Attendant may be assigned other work in lieu of such rooms but shall not be required to leave early.

## ARTICLE 24 BAR AND RESTAURANTS

24.1 Coupon/Vouchers. Servers and Bartenders shall be paid a service fee of eighteen percent (18%) of the menu price (or menu price equivalent) on all food and beverage served in conjunction with any coupon, voucher, or complimentary program.

24.2 House Charges, Sales, and Purchasers. Servers and Bartenders shall be paid a service fee of eighteen percent (18%) of the menu price (or menu price equivalent) on all house charges and sales and promotional meals.

24.3 Groups. Guests dining in the restaurant shall be subject to an automatic eighteen percent (18%) gratuity when they dine in a party of eight (8) or more people. Should the guest request for any reason not to pay an automatic gratuity, the Hotel shall not be responsible to pay the server the automatic gratuity. Additionally, if the guest adds on another gratuity, the server must inform the guest that an eighteen percent (18%) gratuity has already been included in their total bill. The Server shall give a copy of the final bill to the Host of the party for their review before closing out the ticket. At no time should the Server add to or alter the guest check.

24.4 Banquet Functions. When the Restaurant/Lounge is used for a Banquet Function, any staff whose hours are affected in the restaurant/lounge may work the function before it is offered to the Part-Time or On-Call Banquet Servers.

## ARTICLE 25 ROOM SERVICE DEPARTMENT

25.1 Room Service Servers shall receive nineteen percent (19%) of the menu price on all ala carte orders delivered by the room service department. In no event shall Room Service Servers receive less than Two Dollars (\$2.00) on any single ala carte delivery order to any one room.

25.2 Amenities Delivery Fee: A one dollar (\$1.00) delivery charge per guest room will be paid to Room Service Servers for the delivery of gift baskets and other amenities in conjunction with a room package. There shall be a maximum of ten dollars (\$10.00) paid per floor for such deliveries.

ARTICLE 26  
**STATE AND FEDERAL LAW**

26.1 Recognition of Applicable Laws. Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City, State or Federal) having jurisdiction over the Employer's Hotel. The Union and the Employer agree that neither will compel, force, or cause directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.

26.2 Equal Opportunity. The Union and Employer agree that there shall be no discrimination by either Party which violates any of the City, State or Federal laws, ordinances, or regulations on Equal Opportunity Law.

ARTICLE 27  
**MEDICAL EXAMINATIONS**

The Employer may require and pay for physical and medical examinations and substance abuse testing of employees for job related reasons and may lay off or release employees unable to satisfactorily pass such examinations. The Union may require the Employer to furnish a physician's certificate with respect to employees terminated for medical reasons. Furthermore, the Union may pay for and proceed with an independent medical examination of such employees.

ARTICLE 28  
**HEALTH AND WELFARE**

28.1 Generally. The Employer agrees to contribute and support the Greater Metropolitan Hotel Employers-Employees Health & Welfare Fund hereinafter "Fund". The limits of such contribution shall be as follows:

a) Contributions.

Effective December 1, 2022, the Employer agrees to contribute to the Fund three dollars and eighty-two cents (\$3.82) for each hour paid to all employees based on the April 2022 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

Effective May 1, 2023, the Employer agrees to contribute to the Fund four dollars and two cents (\$4.02) for each hour paid to all employees based on the April 2023 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

Effective May 1, 2024, the Employer agrees to contribute to the Fund four dollars and twenty-six cents (\$4.26) for each hour paid to all

employees based on the April 2024 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

Effective May 1, 2025, the Employer agrees to contribute to the Fund four dollars and fifty cents (\$4.50) for each hour paid to all employees based on the April 2025 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

Effective May 1, 2026, the Employer agrees to contribute to the Fund an amount determined by the Trustees of the Fund (which shall not exceed a seven (7%) percent increase of the contribution rate in effect on May 1, 2025 provided further, in no event shall the Employer's hourly contribution exceed the hourly contribution paid by any other employer that participates in the Fund), for each hour paid to all employees based on the April 2026 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

Effective May 1, 2027, the Employer agrees to contribute to the Fund an amount determined by the Trustees of the Fund (which shall not exceed a seven (7%) percent increase of the contribution in effect on May 1, 2026) provided further, in no event shall the Employer's hourly contribution exceed the hourly contribution paid by any other employer that participates in the Fund), for each hour paid to all employees based on the April 2027 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

- b) Benefits. The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.
- c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 28.
- d) The Trustees are directed to develop a dependent child well-care program under the jurisdiction of the Fund.
- e) Employees pay no premium cost for individual benefits during the term of the agreement, but the Trustees reserve the right to make benefit adjustments to keep the Fund solvent and viable.

28.2 Bound to Trust Agreement. The Employer acknowledges that in carrying out the terms and provisions of this Agreement, it shall be bound by all the terms and provisions of the Agreement and Declaration of Trust, covering the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund and the Parties, by this Agreement incorporate by reference all the terms and provisions of said Agreement and Declaration of Trust as though fully set forth herein together with such amendments as may be made thereto.

28.3 Delinquent Payments. The failure, refusal or neglect of the Employer to report and pay the Fund the contribution required herein on or before the 10th day of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and in addition, liquidated damages of twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency; provided the Employer is served with at least fourteen (14) calendar days written notice of default. In the event that an employee working under the jurisdiction of this Agreement is rendered ineligible to receive benefits by virtue of the Employer's failure to pay the contribution required herein, the Employer shall be liable and responsible for any claim for benefits to which the employee would otherwise have been entitled.

28.4 Delinquency Enforcement. In enforcing the Employer's obligation set forth in this Article after due notice to the Employer of his delinquency, neither the Union nor the Fund shall be obligated to invoke or exhaust the Grievance and Arbitration Procedure set forth in Article 10 prior to initiating an action for legal and/or equitable relief.

28.5 Audits. The Trustees of the Fund shall have the right to audit and inspect the Employer's payroll, social security tax withholding or other such records of the Employer, as may be deemed necessary by the Trustees in order to determine the Employer's compliance with the terms and provisions of this Article.

28.6 Self-Pay. All eligible employees who fall below the required hours for Health & Welfare coverage shall be permitted to self-pay up to the time period for extended coverage established by federal legislation provided they do so in accordance with the standards and procedures established by the trustees/federal legislation.

28.7 National Health Program. Should the Employer be required by Federal law to provide coverage equal to or better than those benefits provided by the Fund, the Parties hereto agree that the Employer shall be permitted to cease its contribution to the Fund.

#### ARTICLE 29 401(k) PLAN

All employees covered by this Agreement shall be permitted to participate in Scalzo Hospitality, Inc 401(k) Plan on the same terms and conditions as similarly situated employees not covered by this Agreement. Any questions arising in connection with the 401(k) Plan is specifically excluded from the grievance and arbitration procedures contained in this Agreement.

ARTICLE 30  
**LABOR MANAGEMENT COMMITTEE**

30.1 Labor Management Committee. The Parties agree to form and actively utilize a Labor Management Committee in order to improve upon the cooperative working relationship by addressing on-going concerns in the business. The committee shall not address grievances, negotiate changes to this agreement or create company policies that fall within the realm of Article 4. The committee shall consist of no more than three (3) members of Management and three (3) employees determined by the Union. The Union Business Agent and a representative from Human Resources shall participate in an advisory capacity. The committee shall meet as determined by the members, as long as such meetings do not interfere with the employees' job responsibilities or the operation of the Hotel.

ARTICLE 31  
**DRUG/ALCOHOL TESTING**

The Employer may require any employee to undergo drug or alcohol testing in accordance with its drug and alcohol testing policy.

ARTICLE 32  
**SUCCESSORS AND ASSIGNS**

The Employer shall give notice of the existence of this Agreement and of the terms of this Article to any prospective purchaser, transferee, lessee, assignee, etc. Such notice shall be in writing with a copy to Local 17 not later than fourteen (14) calendar days prior to the effective date of the sale.

ARTICLE 33  
**SAVINGS CLAUSE**

If any sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with, or enforcement of, any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect. The provisions of this Agreement shall be deemed independent and severable, and the partial or complete invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any Article, section, or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

ARTICLE 34  
TERM OF AGREEMENT

This Agreement shall be in effect for a period commencing at 12:01 a.m., December 1, 2022 and shall continue for a period of five (5) years to and including the thirtieth (30th) day of November, 2027 and be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

Agreed:

Scalzo Hospitality Inc. d/b/a  
Delta Hotel Minneapolis Northeast

UNITE HERE LOCAL 17 AFL-CIO

By: *Pete Freund*

By: *Christa Sarrack*

Its: *General Manager / Corporate Director of HR*

Its: *President*

Date: *12-16-22*

Date: *12-19-22*



**APPENDIX A  
MINIMUM WAGE RATES BY CLASSIFICATION**

Classification	12/1/22	6/1/23	12/1/23	6/1/24	12/1/24	6/1/25	12/1/25	6/1/26	12/1/26	6/1/27
<b>FOOD AND BEVERAGE</b>										
<b>Lead Server</b>	Minimum wage + \$2.00									
<b>All Servers</b>	Minimum wage									
<b>Host/Cashier</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$15.48	\$15.71	\$15.95	\$16.19	\$16.43	\$16.68	\$16.93	\$17.18	\$17.44	\$17.70
12 Months	\$16.28	\$16.52	\$16.77	\$17.02	\$17.28	\$17.54	\$17.80	\$18.07	\$18.34	\$18.61
24 Months	\$17.03	\$17.29	\$17.54	\$17.81	\$18.08	\$18.35	\$18.62	\$18.90	\$19.18	\$19.47
36 Months	\$18.23	\$18.50	\$18.78	\$19.06	\$19.35	\$19.64	\$19.93	\$20.23	\$20.54	\$20.84
<b>Bartender</b>	Minimum wage									
<b>Room Service Server</b>	Minimum wage									
<b>Food Runner/Busperson</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$15.51	\$16.05	\$16.29	\$16.54	\$16.78	\$17.03	\$17.29	\$17.55	\$17.81	\$18.08
12 Months	\$16.05	\$16.61	\$16.86	\$17.11	\$17.37	\$17.63	\$17.89	\$18.16	\$18.43	\$18.71
24 Months	\$16.61	\$16.86	\$17.11	\$17.37	\$17.63	\$17.89	\$18.16	\$18.43	\$18.71	\$18.99
36 Months	\$17.19	\$17.45	\$17.71	\$17.98	\$18.24	\$18.52	\$18.80	\$19.08	\$19.36	\$19.65
<b>Barista</b>	Minimum Wage									
<b>CULINARY</b>										
<b>Lead Cook</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$22.68	\$23.02	\$23.37	\$23.72	\$24.07	\$24.43	\$24.80	\$25.17	\$25.55	\$25.93
12 Months	\$23.50	\$23.85	\$24.21	\$24.57	\$24.94	\$25.32	\$25.70	\$26.08	\$26.47	\$26.87
24 Months	\$24.36	\$24.73	\$25.10	\$25.47	\$25.85	\$26.24	\$26.64	\$27.04	\$27.44	\$27.85
36 Months	\$25.25	\$25.63	\$26.01	\$26.40	\$26.80	\$27.20	\$27.61	\$28.02	\$28.44	\$28.87
<b>Restaurant/Banquet Cook</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$20.59	\$20.90	\$21.21	\$21.53	\$21.85	\$22.18	\$22.51	\$22.85	\$23.19	\$23.54
12 Months	\$21.55	\$21.87	\$22.20	\$22.53	\$22.87	\$23.22	\$23.56	\$23.92	\$24.28	\$24.64
24 Months	\$22.51	\$22.85	\$23.19	\$23.54	\$23.89	\$24.25	\$24.61	\$24.61	\$25.36	\$25.74
36 Months	\$22.94	\$23.28	\$23.63	\$23.99	\$24.35	\$24.71	\$25.08	\$25.46	\$25.84	\$26.23
<b>Prep Cook</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$20.59	\$20.90	\$21.21	\$21.53	\$21.85	\$22.18	\$22.51	\$22.85	\$23.19	\$23.54

12 Months	\$21.55	\$21.87	\$22.20	\$22.53	\$22.87	\$23.22	\$23.56	\$23.92	\$24.28	\$24.64
24 Months	\$22.51	\$22.85	\$23.19	\$23.54	\$23.89	\$24.25	\$24.61	\$24.61	\$25.36	\$25.74
36 Months	\$22.94	\$23.28	\$23.63	\$23.99	\$24.35	\$24.71	\$25.08	\$25.46	\$25.84	\$26.23
<b>Cafeteria Cook</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$20.59	\$20.90	\$21.21	\$21.53	\$21.85	\$22.18	\$22.51	\$22.85	\$23.19	\$23.54
12 Months	\$21.55	\$21.87	\$22.20	\$22.53	\$22.87	\$23.22	\$23.56	\$23.92	\$24.28	\$24.64
24 Months	\$22.51	\$22.85	\$23.19	\$23.54	\$23.89	\$24.25	\$24.61	\$24.61	\$25.36	\$25.74
36 Months	\$22.94	\$23.28	\$23.63	\$23.99	\$24.35	\$24.71	\$25.08	\$25.46	\$25.84	\$26.23
<b>Pantry Cook</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$16.81	\$17.06	\$17.32	\$17.58	\$17.84	\$18.11	\$18.38	\$18.66	\$18.94	\$19.22
12 Months	\$17.66	\$17.92	\$18.19	\$18.47	\$18.74	\$19.02	\$19.31	\$19.60	\$19.89	\$20.19
24 Months	\$18.47	\$18.75	\$19.03	\$19.31	\$19.60	\$19.90	\$20.20	\$20.50	\$20.81	\$21.12
36 Months	\$19.42	\$19.71	\$20.01	\$20.31	\$20.61	\$20.92	\$21.23	\$21.55	\$21.88	\$22.20
<b>Steward</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$15.00	\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15
12 Months	\$15.18	\$15.41	\$15.64	\$15.87	\$16.11	\$16.35	\$16.60	\$16.85	\$17.10	\$17.36
24 Months	\$15.87	\$16.11	\$16.35	\$16.59	\$16.84	\$17.10	\$17.35	\$17.61	\$17.88	\$18.15
36 Months	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00	\$18.27	\$18.54	\$18.82	\$19.11	\$19.39
<b>Steward Supervisor</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$17.20	\$17.46	\$17.72	\$17.99	\$18.26	\$18.53	\$18.81	\$19.09	\$19.38	\$19.67
12 Months	\$18.06	\$18.33	\$18.61	\$18.88	\$19.17	\$19.46	\$19.75	\$20.04	\$20.34	\$20.65
24 Months	\$19.08	\$19.37	\$19.66	\$19.95	\$20.25	\$20.55	\$20.86	\$21.18	\$21.49	\$21.82
36 Months	\$19.70	\$20.00	\$20.30	\$20.60	\$20.91	\$21.22	\$21.54	\$21.86	\$22.19	\$22.52
<b>BANQUETS</b>										
<b>Captain</b>	Minimum Wage + \$2.00									
<b>Server</b>	Minimum Wage									
<b>CONVENTION SERVICES</b>										
<b>Banquet Houseperson</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$15.00	\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15
12 Months	\$15.60	\$15.83	\$16.07	\$16.31	\$16.56	\$16.81	\$17.06	\$17.31	\$17.57	\$17.84
24 Months	\$16.39	\$16.64	\$16.89	\$17.14	\$17.40	\$17.66	\$17.92	\$18.19	\$18.46	\$18.74
36 Months	\$16.76	\$17.01	\$17.27	\$17.53	\$17.79	\$18.06	\$18.33	\$18.60	\$18.88	\$19.16
<b>HOUSEKEEPING</b>										
<b>Room Attendant</b>		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%

Start	\$15.00	\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15
12 Months	\$15.63	\$15.86	\$16.10	\$16.34	\$16.59	\$16.84	\$17.09	\$17.35	\$17.61	\$17.87
24 Months	\$16.33	\$16.57	\$16.82	\$17.08	\$17.33	\$17.59	\$17.86	\$18.12	\$18.40	\$18.67
36 Months	\$17.47	\$17.73	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68	\$19.98
<b>Houseperson</b>		<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>
Start	\$15.00	\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15
12 Months	\$15.63	\$15.86	\$16.10	\$16.34	\$16.59	\$16.84	\$17.09	\$17.35	\$17.61	\$17.87
24 Months	\$16.33	\$16.57	\$16.82	\$17.08	\$17.33	\$17.59	\$17.86	\$18.12	\$18.40	\$18.67
36 Months	\$17.47	\$17.73	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68	\$19.98
<b>LAUNDRY</b>										
<b>Laundry</b>		<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>	<b>1.5%</b>
Start	\$15.00	\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15
12 Months	\$15.63	\$15.86	\$16.10	\$16.34	\$16.59	\$16.84	\$17.09	\$17.35	\$17.61	\$17.87
24 Months	\$16.33	\$16.57	\$16.82	\$17.08	\$17.33	\$17.59	\$17.86	\$18.12	\$18.40	\$18.67
36 Months	\$17.47	\$17.73	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68	\$19.98

Overscale employees shall receive the same percentage increase as their classification.

Full time and part time employees shall receive fifty cents (\$0.50) per hour for all hours paid between April 1, 2022, and August 31, 2022. In order to receive this payment, employees must be employed at ratification and the date payment is made. Payment shall be made within thirty (30) days of the last Party to sign this Agreement.

**APPENDIX B**  
**SENIORITY CLASSIFICATIONS**

**RESTAURANT**

- 1) Server
- 2) Bartender
- 3) Busperson/Food Runner
- 4) Host/Cashier
- 5) Room Service Server
- 6) Lead Server

**BANQUETS**

- 1) Bartender
- 2) Captain
- 3) Server

**CONVENTION SERVICES**

- 1) Banquet Houseperson

**CULINARY**

- 1) Lead Cook
- 2) Banquet Cook/Restaurant Cook
- 3) Prep Cook
- 4) Cafeteria Cook
- 5) Pantry Cook
- 6) Steward Supervisor
- 7) Steward

**HOUSEKEEPING**

- 1) Houseperson
- 2) Laundry Attendant
- 3) Room Attendant

APPENDIX C  
MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between UNITE HERE Union, Local 17 ("Union") and the Scalzo Hospitality Inc. d/b/a Delta Hotel Minneapolis Northeast ("Hotel") is supplemented for the following purposes:

WHEREAS, the parties recognize that premier guest service is essential to the success of the Hotel and its ability to employ persons who are paid competitive wages;

WHEREAS, the parties recognize that because most guest dissatisfaction is not reported, and most dissatisfied guests simply take their business elsewhere, the guest complaints received by the Hotel are a reflection of dissatisfaction by some who have not complained but who will not return to the Hotel;

WHEREAS, the parties agree that the Hotel shall train employees on how to provide premier guest service and that each employee may be expected to successfully complete such training;

WHEREAS, the parties agree that the Hotel should not employ or continue to employ employees who are either unable or unwilling to provide, or who do not provide, premier guest service;

NOW, THEREFORE, the parties agree as follows:

(1) The Hotel has the right to establish service standards and appearance, grooming, and dress standards that must be adhered to by all employees and managers.

(2) The parties agree that the Hotel may apply progressive discipline, up to and including discharge, against employees who are the subject of guest complaints other than those set forth in the following paragraph 3 (examples of complaints include, but are not limited to, misplaced luggage, guest room not completely cleaned, mishandled food or beverage order, incorrect credit card charge).

(3) The parties agree that the Hotel shall have just cause for discharge of any employee who, among other reasons:

- a) Is the subject of two or more legitimate complaints from guests within one year of poor, rude, or discourteous service (examples include, but are not limited to, use of foul language in the presence of a guest, arguing with a guest, indifference to a guest concern, carrying on personal business while a guest is waiting);
- b) Is the subject of one legitimate complaint from a guest of extraordinarily poor, rude, or discourteous guest service (examples include, but are not limited to, directing foul language toward a guest, sexual or other

harassment of a guest, refusal to assist a guest, requesting or adding a gratuity);

- c) Fails to pass a course pertaining to the Hotel's service standards;
- d) Acts in gross neglect of the Hotel's service standards on one occasion or more unless the Hotel deems it appropriate to excuse such neglect on a non-precedent setting basis.

(4) In the event the Hotel chooses to conduct written or oral testing of employees in connection with guest service training, such tests must be reasonable, job related, and non-discriminatory. Such tests shall be limited to guest service and communication skills and abilities, as well as employee knowledge of the services and products offered by the Hotel. The Union shall be permitted to a copy of any tests used in advance of utilization by the Hotel. The Union shall be permitted to grieve such tests if it believes they are unreasonable, not job related, and/or discriminate on an unlawful basis.

(5) Where a guest complaint is reduced to writing, the Hotel shall not be required to compel the guest to testify during the grievance and arbitration procedure or reveal the guest's address or telephone number to the Union or to the employee. The Hotel may introduce into evidence at arbitration written guest complaints. Upon request of the Union, the Hotel shall provide the Union with a copy of any written guest complaint that resulted in disciplinary action being taken against an employee, with the guest's identity redacted from such copy. Where the Union wishes to investigate a complaint, the Hotel shall arrange for a conference call between the guest, a representative of the Union, and a representative of hotel management. Where, however, an employee has been discharged based on one or more guest complaints the Union shall be permitted to investigate the complaint to the extent permitted by the National Labor Relations Act, as interpreted by the National Labor Relations Board and the courts.

**SIDE LETTER**

The Parties agree:

- 1) Any On-Call Banquet Server who fails to work a complete shift at least once in a six (6) month period shall be placed at the bottom of the On-Call Banquet Server Seniority list. Any On-Call Banquet Server who fails to work a complete shift at least once in a twelve (12) month period shall be terminated from employment.
  
- 2) On-Call Banquet Servers responding within one (1) hour to the Employer's text or email regarding work opportunity shall be scheduled in order of classification seniority. If staffing needs are not filled by responses within one (1) hour, the Employer may fill its staffing needs from any available resource.

AGREED:

Scalzo Hospitality Inc. d/b/a  
Delta Hotel Minneapolis Northeast

Unite Here Local 17 AFL-CIO

By: *Pit Phund*

By: *Christa Sarack*

Its: *General Manager / Corporate Director of HR*

Its: *President*

Date: *12-16-22*

Date: *12-19-22*